

# Exhibit 7

**Rebecca Badgley**  
**June 22, 2021**

Page 1

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF MASSACHUSETTS

3  
4 Civil Action No. 4:19-cv-11093-TSH

5  
6 \*\*\*\*\*

7 PAUL JONES, \*

8 Plaintiff, \*

9 v. \*

10 MONTACHUSETTS REGIONAL TRANSIT \*

11 AUTHORITY, et al. \*

12 Defendants \*

13 \*\*\*\*\*

14  
15  
16 30(b) (6) DEPOSITION OF REBECCA BADGLEY:

17 APPEARING REMOTELY FROM

18 Fitchburg, Massachusetts

19 June 22, 2021 9:59 a.m.

20  
21 Reported By:

22 Ellen M. Muir

23 APPEARING REMOTELY FROM PLYMOUTH COUNTY,

24 MASSACHUSETTS

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1 REMOTE APPEARANCES:

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9  
10 Representing the Defendants:

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I N D E X

WITNESS: REBECCA BADGLEY

EXAMINATION BY: PAGE:  
Mr. Jones 4

(Exhibits marked off the record)

EXHIBIT: DESCRIPTION: PAGE:

1.	Amendment to complaint & Defendant's Responses to Plaintiff's Request for Documents	88
2.	Defendant's Answers to Plaintiff's First Set of Interrogatories & Defendant's Response to Plaintiff's First Request for Admissions	88
3.	GMail e-mail, End of Day Report for DMA work, August	88
4.	Gmail e-mails between Mr. Jones & Rebecca Badgley	88

(Exhibits marked electronically by stenographer)

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1 REBECCA BADGLEY, Deponent, having first been  
2 satisfactorily identified and duly sworn, deposes and  
3 states as follows:  
4

5 EXAMINATION BY MR. JONES:

6 Q. Hello, I'm going to go to Exhibit 1  
7 first, page 41. Exhibit 1 is 2019 -- it's 2018  
8 amendment to the contract, but it takes effect 2019.  
9 My first question is, what would you like me to call  
10 you, Ms. Badgley or Rebecca?

11 A. Whichever is fine, Paul.

12 Q. Okay. Rebecca. Rebecca, does this  
13 document look familiar to you?

14 A. Yes, that's the FY19 contract amendment  
15 to be effective July 1.

16 Q. Okay. July 1 of 2018, correct?

17 A. Correct.

18 Q. Fiscal year 2019 amendments?

19 A. Yep.

20 Q. Now, is your 2019 amendments, is it --  
21 has it governed the venders in your brokerage program  
22 at Montachusettts Regional Transit Agency?

23 A. It's an amendment to their original  
24 contract that was through FY22.

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1           **Q.       So this governs them, correct?**

2           A.       It's the regulations that are required to  
3 be followed, yes, sir.

4           **Q.       Okay. All right. Now, you're going to**  
5 **go down to page 41 of this document, which is 2019**  
6 **amendments. Rebecca, can you please read 1A, what's**  
7 **required for the reporting requirement "A," please?**

8           A.       "End of month odometer reading on  
9 vehicles used for brokerage contract. Update vehicle  
10 inventory with new or deleted vehicles."

11           **Q.       Okay. "End of month odometer reading on**  
12 **vehicles." Can you explain what does that mean?**

13           A.       The odometer reading would be the number  
14 of miles on your vehicle's odometer at the end of  
15 the month.

16           **Q.       So is it a fact that this is saying that**  
17 **for each vehicle the vender would have to produce an**  
18 **end of the month odometer reading for each and every**  
19 **vehicle?**

20           A.       Correct. But it's not something that we  
21 enacted, Paul.

22           **Q.       Well, just answer the question, please.**

23                   MS. ECKER: She is answering so let her  
24 finish. Did you have something else, Rebecca?

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1           A.       That wasn't the FY19 amendment. But it  
2       wasn't something that we ended up enacting and  
3       requesting of the venders.

4           Q.       Okay. But, look, this is my deposition  
5       I'm asking a question, so basically I just want a  
6       simple answer. If you guys want a deposition, you  
7       guys can schedule one or whatever, so I want to get  
8       through this quick because it costs me money. So  
9       please just answer the questions. So, again, the end  
10      of the month odometer reading you're stating that  
11      each vender has to give for each vehicle a document  
12      that states how much the mileage is at the end of the  
13      month, correct?

14          A.       Yes, for the vehicles used on the  
15      brokerage MART.

16          Q.       Okay. Now, "B" can you please read line  
17      "B" for me, please?

18          A.       "Total vehicle hours, total vehicle hours  
19      that the vehicle was on the road in service to MART  
20      for the month. Example: Time driver leaves the  
21      garage to begin brokerage work until break and time  
22      back in service till next break or end of day."

23          Q.       Okay. So line "B" basically says every  
24      day the vender and the drivers would have to keep

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1 **vehicle hours worked, correct?**

2 A. When in service for MART, yes.

3 **Q. Yes. Okay. Can you read line "C,"**  
4 **please?**

5 A. "Accident vehicle miles, the odometer  
6 reading of the vehicle at the time of the accident."

7 **Q. Okay. This is required for each vehicle**  
8 **if it gets into an accident, correct?**

9 A. For MART work, yes.

10 **Q. Yes. Okay. "D" can you please read "D"?**

11 A. "Report dead head miles for wheelchair  
12 vans or vehicles with a capacity of 14 or more  
13 passengers, reporting of mileage from start to first  
14 pickup and from last drop-off to garage at the end of  
15 the day, unless there is a significant break, then  
16 would mean same after break."

17 **Q. That doesn't apply to Commonwealth**  
18 **Community Recovery Division, the vender here, because**  
19 **we don't have passenger vans with 14 or more.**

20 MR. JONES: Can you scroll down so we can  
21 see the other, the rest of the document,  
22 please, Ellen.

23 THE STENOGRAPHER: Yep.

24 **Q. Rebecca, can you please read line "E" of**



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1     **this document?**

2           A.     "Percentage of fully allocated expenses  
3     in service to MART broken down by the following  
4     categories. See example below: Based off of 40,000  
5     monthly invoice."

6           **Q.     Can you explain exactly what line "E"**  
7     **means, Rebecca?**

8           A.     It's a percentage of the allocated  
9     expenses that you have when in service for the MART  
10    brokerage.

11          **Q.     So you guys would like a report of this,**  
12    **correct?**

13          A.     Yes. At the time we put it in that's  
14    what we were looking for. As I stated earlier it was  
15    never requested or enacted for.

16          **Q.     So vehicle 1 -- I mean, E-1 can you read**  
17    **that line, please?**

18          A.     "Vehicle operations, driver salary,  
19    dispatch salary and fuel, 32,000, 80 percent."

20          **Q.     Okay. So this is the example of what the**  
21    **requirements would be for 2009, correct, for vehicle**  
22    **operations, driver salaries, dispatcher salaries and**  
23    **fuel?**

24          A.     Based off your invoicing to MART.

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1           **Q.     You would want a report for the driver's**  
2           **salary, the dispatcher's salary and the fuel,**  
3           **correct?**

4           A.     A percentage of those items based off  
5           your invoice for the month.

6           **Q.     Yes. But in the report you would want a**  
7           **breakdown of the driver's salary, correct?**

8           A.     What is considered to be vehicle  
9           operations, which includes driver salary, dispatch  
10          salary and fuel.

11          **Q.     And you would want a breakdown of a**  
12          **dispatcher salary, correct?**

13          A.     That's included in the vehicle  
14          operations. It's not an individual breakdown.

15          **Q.     Right. I'm just asking one question at a**  
16          **time so we can get everything on the record. You**  
17          **would also want a breakdown of the fuel on a monthly**  
18          **basis, correct, used for transporting MART's clients?**

19          A.     Correct.

20          **Q.     Can you read "E-2, please.**

21          A.     "Vehicle maintenance, oil changes, tires,  
22          mechanic salary."

23          **Q.     Okay. So, basically, you would want a**  
24          **report, a fee for vehicle maintenance for the oil**

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1     **changes for the month, correct?**

2             A.     A percentage, again, of your total  
3     invoice related to the MART trips for the month.

4             **Q.     So you would want a breakdown, a report**  
5     **of the oil changes that the vender used for the**  
6     **month, correct?**

7             A.     That would be what is considered vehicle  
8     maintenance. We're not asking you to list individual  
9     oil changes.

10            **Q.     Okay. All right. Let's go on to number**  
11    **E-3.**

12            A.     "Nonvehicle maintenance, janitor salary,  
13    utility bills, cleaning supplies, etc."

14            **Q.     Okay. Can you explain what number 3**  
15    **means when you say you need a breakdown, a percentage**  
16    **of what we spent the money on for janitor salary,**  
17    **because transportation companies don't have janitor**  
18    **salaries. Can you explain that, please?**

19            A.     You may not but some do. That's an  
20    example of what percentage of your monthly invoice  
21    would go to nonvehicle maintenance.

22            **Q.     Nonvehicle maintenance. So are you**  
23    **saying janitor salary for office?**

24            A.     Yes, the facilities.

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1 Q. Okay. For the facilities?

2 A. Uh-huh.

3 Q. Okay. Utility bills, the breakdown for  
4 utility bills you guys are asking for and that is  
5 also for the facilities, correct?

6 A. Correct. Your nonvehicle maintenance.

7 Q. Okay. And the cleaning supplies, is that  
8 for nonvehicle maintenance as well?

9 A. Correct.

10 Q. Okay. Can you please read E-4, general  
11 admissions -- administration.

12 A. "General administration, office staff,  
13 salaries, profit, admin, overhead.

14 Q. So I'm trying to get an understanding of  
15 what D-4, general admissions. Can you please give me  
16 an understanding of when you guys say "office staff  
17 salaries," what is MART looking for in this E-4?

18 A. Again, those particular items are just a  
19 percentage of your monthly invoice to MART for MART  
20 services.

21 Q. So office staff salary. As you know we  
22 had a couple -- well, you probably don't know but we  
23 had a couple of staff that wasn't with MART; would  
24 that be included?

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1           A.     No.   That were working on the MART  
2 contract?

3           **Q.     Yes.**

4           A.     No.

5           **Q.     So you would only want a breakdown of the**  
6 **office staff salaries that work with MART, correct?**

7           A.     Correct.

8           **Q.     Okay.   Profits.   You would also want a**  
9 **breakdown of the monthly profits that the vender**  
10 **made, correct?**

11          A.     A percentage of your monthly invoice to  
12 MART, are all those items are.

13          **Q.     Profit.   Let's focus on profit.   MART**  
14 **would want a breakdown of the profit for the monthly**  
15 **invoice that we received from MART, correct?**

16          A.     That is one of the items under general  
17 administration, yeah.

18          **Q.     It's profit, correct?**

19          A.     Yeah.

20          **Q.     Okay.   Administration overhead, can you**  
21 **give me a definition of administration overhead?**

22          A.     Your costs.

23          **Q.     For?**

24          A.     To run your office, your administration.

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1           **Q.       Okay. Can you make that a little**  
2 **clearer; I need a breakdown of what administration**  
3 **overhead cost includes and means, for the record?**

4           A.       Well, I'm not a hundred percent sure how  
5 you run your business but that could be different --  
6 could be even different supplies for your office.

7           **Q.       It could be what?**

8           A.       It could be different supplies for your  
9 office.

10          **Q.       Such as?**

11          A.       Anything, paper, pens.

12          **Q.       Papers, pens?**

13          A.       Could be anything.

14          **Q.       Office supplies?**

15          A.       Yes.

16          **Q.       Okay. Let's go to line "F," fuel costs.**  
17 **Can you please read that line and tell me exactly...**

18          A.       "Fuel costs, total cost of fuel for the  
19 month."

20          **Q.       Would you please tell me exactly for the**  
21 **record what does that line mean?**

22          A.       Again, it would be for your monthly  
23 invoices to MART, the total cost of the fuel.

24          **Q.       So am I correct you're saying that you**

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1 want a monthly report that breaks down the total fuel  
2 costs that we use under the MART contract?

3 A. Correct.

4 Q. Okay.

5 MR. JONES: Ellen, can we go to the next  
6 page?

7 Q. Can you please, Rebecca, read line G,  
8 "gallons of fuel."

9 A. "Gallons of fuel, total number of gallons  
10 of fuel purchased."

11 Q. So each month -- I just want to make it  
12 clear for the record. Each month MART wants a  
13 breakdown of the gallons of fuel purchased through  
14 work done for MART, correct?

15 A. Correct.

16 Q. Okay. Can you please read "H"?

17 A. "Miles per gallon average, number of  
18 miles that a vehicle travels on one gallon of fuel  
19 for each vehicle used for brokerage contract."

20 Q. Okay. So line "H," "miles per gallon" am  
21 I correct by saying that MART wants a monthly  
22 breakdown of the number of miles for travel while  
23 working for MART on one gallon of fuel report each  
24 month, correct?

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1           A.       Yes. For each vehicle used under the  
2 contract, that is what was in the amendment.

3           **Q.       Okay. So let's just back up a little**  
4 **bit. Can you state your full name for the record?**

5           A.       Rebecca Badgley.

6           **Q.       And what is your position at MART?**

7           A.       I am the director of the brokerage.

8           **Q.       Okay. How long have you worked there?**

9           A.       I've worked at MART for 32 years.

10          **Q.       For 32 years. Did you -- did you -- oh,**  
11 **does it require you to have any degrees, college or**  
12 **courses or anything?**

13          A.       At the time that I was hired, no, it did  
14 not.

15                   MS. ECKER: Can I just ask that we stop  
16 screen sharing so I can see all --

17                   MR. JONES: Excuse me?

18                   MS. ECKER: Can you stop screen sharing  
19 so I can see you and the witness if you're not  
20 going to use the exhibit?

21                   MR. JONES: No, we're going to go back  
22 to, I mean, the exhibit. I just want to, you  
23 know, I did not ask her some questions  
24 regarding her job and, you know, because she is



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1 the witness, I just want to make sure she's  
2 prepared.

3 MS. ECKER: Okay.

4 **Q. You've been there 32 years. What is your**  
5 **job description at MART, Montachusets Regional**  
6 **Transportation, brokerage?**

7 A. I'm the director of the brokerage  
8 operation. I oversee the contract that we have with  
9 the State of Massachusetts --

10 **Q. Okay.**

11 A. -- for human service transportation?

12 **Q. Are there anyone in the room with you**  
13 **right now, Rebecca?**

14 A. No, there is not.

15 **Q. Okay. So it is safe to say that you**  
16 **oversee the department that makes all the phone**  
17 **calls, the call center?**

18 A. I oversee all aspects of the brokerage,  
19 so, yes, that includes call centers, scheduling.

20 **Q. Okay. I'm pretty sure -- did you get a**  
21 **chance to see the complaint that I filed in federal**  
22 **court?**

23 A. Yes.

24 **Q. Okay. Did you -- do you oversee all of**

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1 the defendants on the complaint, such as Michelle  
2 Morio, Stephanie -- all of the people in the  
3 complaint, do you oversee them?

4 A. I am not their director manager, but I  
5 oversee them as a whole, yes.

6 Q. Okay. All right. Now, we can get back  
7 to the exhibit, Exhibit 1. Can you scroll down to --

8 MR. JONES: Ellen, can you scroll down to  
9 the interrogatories, that end of the document.  
10 I don't know what page it's on.

11 THE STENOGRAPHER: Hold on.

12 MS. ECKER: I'm trying to understand what  
13 your Exhibit 1 is.

14 MR. JONES: This is my deposition. I'm  
15 asking the questions here. But if -- I'll  
16 explain the document to you. Just, if you have  
17 a question, just get to the point. This  
18 document is Exhibit 1. It is 2019, again  
19 amendments, the interrogatories and the  
20 admissions. Okay.

21 MS. ECKER: Okay. How many pages is it?

22 MR. JONES: Excuse me?

23 MS. ECKER: How many pages is it?

24 MR. JONES: It's 56 pages. See at the

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1 top it says 56. No, it's -- if you can scroll  
2 down -- is that the last page, Ellen?

3 THE STENOGRAPHER: Yes, that's the last  
4 page.

5 MR. JONES: It's 56 pages. Does that  
6 answer your question?

7 MS. ECKER: No, but I'm assuming it's  
8 going to be an official document so I'll know  
9 when I get a copy of it, so that's fine. Go  
10 ahead.

11 MR. JONES: So I answered your question,  
12 correct?

13 MS. ECKER: You didn't because -- and  
14 this isn't your fault. It's difficult on a  
15 Zoom deposition, but it looks to me as if  
16 you've combined some documents together, so I'm  
17 just trying to understand what's contained in  
18 your Exhibit 1 so I know if it's complete, if  
19 it's not, so I have a copy. So not a big deal.  
20 At the end of the deposition I am sure the  
21 stenographer will provide me a copy.

22 MR. JONES: Yeah, if you pay.

23 MS. ECKER: Either way I get a copy of  
24 the exhibits. But I will pay the stenographer.

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1 I always do.

2 **Q. Let's go to the interrogatories.**

3 MR. JONES: And for the record, all of  
4 these documents were requested and sent from  
5 you.

6 MS. ECKER: Well, I don't know that,  
7 that's the problem with not having this all  
8 mixed and matched. So I'll take your word for  
9 it, but I don't know what is in this document,  
10 is my point.

11 MR. JONES: Okay.

12 MS. ECKER: But I'll take your word for  
13 it.

14 MR. JONES: We've already been down that  
15 road. I told you and I'm telling you that  
16 these are the documents that when I propounded  
17 my first set of discovery request from you.

18 MS. ECKER: Okay.

19 MR. JONES: Ellen, if you can scroll up a  
20 bit, so the admissions. Can we take a  
21 15-minute break so I can set up my other  
22 Exhibit 2 to go through it so I can answer all  
23 of Attorney Ecker's questions that she had for  
24 Exhibit 1?

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1 MS. ECKER: I don't have any questions  
2 for Exhibit 1. We can take a break but don't  
3 do it just to answer my questions. I just want  
4 to know what the exhibit is.

5 MR. JONES: I would like to take a break  
6 so I can get my Exhibit 2 together, so I can  
7 put together everything that I need. So let's  
8 get back on the record in 15 minutes. Is that  
9 fine with you, Ellen, Rebecca, Ms. Ecker?

10 MS. ECKER: That's fine with me. We'll  
11 be back at 10:45.

12 MR. JONES: Okay.

13  
14 (Five-minute break was taken)

15  
16 MR. JONES: We're going to stay on  
17 Exhibit 1 for a few more minutes just -- okay.

18 **Q. Rebecca, I have a question regarding**  
19 **reporting. We're going to stay on this reporting.**  
20 **Can you explain to me what end-of-day reporting that**  
21 **was requested from MART, the definition of it and**  
22 **meaning of it?**

23 A. What section are you referring to, Paul?

24 **Q. I'm referring to the end of the day**

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1 **report.**

2 A. The end-of-day report would be your  
3 end-of-day report when you download your schedules  
4 for the next day.

5 Q. Okay. Does it -- is it fair to say the  
6 end of the day reports all of the trips the drivers  
7 and the venders went on -- the venders completed for  
8 the day?

9 A. No. When we reference the  
10 end-of-day report --

11 Q. Yeah.

12 A. -- in those additional provider  
13 performance standards, we're referring to what would  
14 be CCRD or whomever the vender is; when you download  
15 your trips for the next day at the end of the day,  
16 that's your end-of-day report.

17 Q. So does the end of the day report  
18 consistent of all the trips that the vender performed  
19 for the day?

20 A. It would be all of the trips that are  
21 assigned to you for the next day.

22 Q. So basic it's just, to me, the schedule?

23 A. We don't ask you to submit end-of-day  
24 reports to us.

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1           **Q.       Okay. I have --**

2                   MR. JONES: Ellen, I haven an e-mail that  
3                   I would like to submit to you, and I need you  
4                   to mark it as Exhibit 3. What is procedure?  
5                   How do I do that?

6                           (Discussion between stenographer and  
7                           Mr. Jones)

8  
9                   MR. JONES: Okay. Do you see this? It  
10                  says, "Gmail end of the day report for DMA,  
11                  work August," Ellen?

12                  THE STENOGRAPHER: Yeah. End of day  
13                  report 1, the one that's highlighted?

14                  MR. JONES: Yeah.

15                  THE STENOGRAPHER: Yep, it's there.

16           **Q.       Okay. Rebecca, can you -- this is an**  
17           **e-mail that I received from Richard, Stephens (sic).**  
18           **Can you just read the names that are on the e-mail**  
19           **that's highlighted right there?**

20                  A.       Stephanie Richards. And it's cc'd to DMA  
21                  Contract.

22           **Q.       Okay. What is the date?**

23                  A.       The date is July 28, 2020.

24           **Q.       Okay. Can you please read the part that**

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1     **I just highlighted. It starts with a good morning?**

2           A.     "Good morning. Just a quick note, and  
3     thank you to all who have been submitting their  
4     report as requested. The end of the day report  
5     should be received via e-mail prior to 8 a.m. the  
6     following business day. MART needs to send an update  
7     to HST by 9 a.m. the following day of transport, so  
8     for today 7/28/2020. Please make sure you send by 8  
9     a.m. on Wednesday, 7/29."

10          **Q.     Isn't it a fact that this e-mail states**  
11     **that the end of the day report is requested every day**  
12     **at 8 a.m. the following business day?**

13          A.     That's correct. That was the additional  
14     request that was not part of the FY19 amendment that  
15     we were going over, that was in regards to COVID  
16     reporting.

17          **Q.     Okay. Do you know when this started, the**  
18     **end of the day report request started approximately?**

19          A.     Give me one second and I can verify that.

20          **Q.     Yes.**

21                 MR. JONES: Ellen, can you mark this as  
22     Exhibit 3.

23          A.     I believe the initial request came in  
24     around the 20th of July from HST.



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1           **Q.       Okay. So for the record, 20th of July**  
2           **that's when the end of the reports request for each**  
3           **vender started, correct?**

4           A.       Correct.

5           **Q.       Okay.**

6           MR. JONES: So I'm going to stop sharing  
7           that document. Did it stop sharing, Ellen?

8           THE STENOGRAPHER: Yes.

9           MR. JONES: Okay.

10          **Q.       All right. We're going to go back to --**

11          MR. JONES: Can we share, go back to  
12          Exhibit 1.

13          **Q.       Rebecca, can you please. For the record,**  
14          **give me a description of your audit -- procedure for**  
15          **auditing a vender for, you know, audits, you know, do**  
16          **they inspect -- do you have an inspector that does**  
17          **it; can you explain?**

18          A.       Yes. We have a team of inspectors who  
19          perform the annual back audit for venders. The audit  
20          is performed at the venders site and it's a review of  
21          all the contractual requirements to ensure that the  
22          annual retrainings have been done for all the  
23          drivers, staff and that they have all the training  
24          that's required; and that you're meeting all of these

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1 specifications that are within the contract.

2 Q. Okay. Do you guys ever require -- is  
3 that the only requirements?

4 A. I'm sorry?

5 Q. Is that the only way MART perform audits,  
6 is through the inspector?

7 A. Yes, as a general rule.

8 Q. That's the general rule?

9 A. Yes.

10 Q. And how many times a year is that  
11 required?

12 A. When a vender first onboards, we do an  
13 onboarding audit before they're assigned work. And  
14 then it's done annually thereafter. And sometimes  
15 additional follow-up is required and we have to go  
16 back out and double check things that maybe weren't  
17 present at the time we went out initially.

18 Q. Okay. If you guys see, to look to my  
19 left, I have another computer over here that I'm  
20 working on that have the exhibits up. So for the  
21 record, once a year and before the vender starts, the  
22 auditor -- a team of auditors come out and audit the  
23 company at the facility, correct?

24 A. Correct.

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1           **Q.     Do you have any in-house people that do**  
2           **audits, anybody at the brokerage department that**  
3           **stays, you know, that will perform an audit there?**

4           A.     We have some that have those capabilities  
5           but it's generally the inspector that is going out to  
6           do those audits.

7           **Q.     So under the contract and the contract**  
8           **amendments, audits are for the job of the auditor,**  
9           **the inspectors, correct?**

10          A.     Correct.

11          **Q.     Okay. And is that a rule, right, under**  
12          **the regulations?**

13          A.     It's required that we do annual debt  
14          audits at the venders facility. We do have in-house  
15          staff -- not sure what you're referring but we do  
16          have in-house staff, compliant staff that as venders  
17          are onboarding new drivers or new vehicles, that may  
18          not be seen in audit. They will review and make sure  
19          that that individual has all the requirements.

20          **Q.     Is that only at the beginning or --**

21          A.     Throughout the --

22          **Q.     Beginning of --**

23          A.     That's through the life of the contract  
24          if you're adding individuals to the contract.

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1           **Q.       Okay. Is that -- do you know if that's**  
2           **in your contract in amendments?**

3           A.       It's in the contract that you're required  
4           to update your vehicle and driver lot that changes  
5           are made and that all of those trainings and  
6           requirements are required prior to putting them in  
7           service with the consumers.

8           **Q.       Is the audit requirement and the contract**  
9           **and amendments?**

10          A.       Yes, it's in the transportation provider  
11          performance.

12          **Q.       Okay. In the Transportation provider**  
13          **performance contract amendment does it state that the**  
14          **inspector only does the audits?**

15          A.       No, I don't believe it does. It just  
16          refers to the annual debt audits and inspections. It  
17          doesn't classify who's performing them.

18          **Q.       Okay. Next question is regarding**  
19          **training. Can you tell me -- vender training at your**  
20          **facility. Can you tell me the procedure of vender**  
21          **training on the vender portal at your facility,**  
22          **please?**

23          A.       When a new vender onboards, before  
24          they're assigned work, we have them come to our

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1 facility and they go through a vender portal  
2 training, which is where it's described how they will  
3 accept the work that's being offered to them, how the  
4 billing will be done, how you file and respond to  
5 complaints.

6 **Q. Okay. During this vender portal**  
7 **training, do you have screens and computers for the**  
8 **venders to look at, for an example, of how a vender**  
9 **portal looks like?**

10 A. Yes.

11 **Q. Okay. Is that a requirement?**

12 A. What, that we have a screen?

13 **Q. That you have a computer simulator that**  
14 **shows your vender portal during training?**

15 A. It's not a requirement. The vender  
16 portal training is not a requirement. It's a  
17 courtesy that we do with the venders so that they  
18 understand how the systems work and can accept their  
19 jobs and respond to claims. There's no specific  
20 requirement within the contract; that's generally  
21 done before you start accepting work.

22 **Q. Okay. Isn't it a fact that the vender**  
23 **reporting requirements are in your contract and**  
24 **amendments that state that you would have to, through**

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1     **the vender portal, require -- through the vender**  
2     **portal -- training before you can get any rides?**

3           A.     I don't believe it's stated within the  
4     contract itself. But when a new vender comes  
5     onboard, we actually go through their application  
6     first, that's the first step; once the application is  
7     approved, we send out the contract. Once the  
8     contract is back and signed, we send out for the  
9     initial audit at the vender facility. And then if  
10    everything is complete, then we have the vender come  
11    in for a vender portal training prior to being  
12    assigned work.

13           Q.     Okay. What is the procedure for a vender  
14    to drop a client? Can a vender just drop a client as  
15    far as if he doesn't want to transport this client  
16    anymore or does he have to seek MART's approval?

17           A.     If there's a particular individual that  
18    you no longer want to transport, you can notify us  
19    and we'll remove them from being offered to you in  
20    the future.

21           Q.     Do the venders have to get permission  
22    from MART before they drop them?

23           A.     No.

24           Q.     So the vender has the power to drop any

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1 **client that they want without MART's approval?**

2 A. Are you referring to cancelling a trip  
3 that you've expected or just no longer continuing to  
4 transport an individual?

5 **Q. The question is, can the vender no**  
6 **longer -- choose to no longer transport a client**  
7 **without MART's authorization?**

8 A. If you already have them for a scheduled  
9 tripped, you would have to inform us. You don't  
10 require our authorization.

11 **Q. Okay. Again, I'm trying to narrow this.**  
12 **The vender has a client. There's a problem. Can the**  
13 **vender drop the client for the next future trips**  
14 **without consulting with MART?**

15 A. MART has to be notified so that the  
16 individual's trips are rescheduled.

17 **Q. Okay. Can the vender drop the client**  
18 **without MART's authorization, yes or no?**

19 MS. ECKER: Objection. She's answered  
20 this question.

21 MR. JONES: No, she hasn't.

22 MS. ECKER: Well, she has. But she can  
23 answer it again.

24 A. We don't have to give you authorization,

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1 Paul, but we have to be notified.

2 Q. Okay. Now we're getting somewhere. So  
3 MART -- what you're saying is MART does not have to  
4 give the vender authorization to drop a client,  
5 correct?

6 A. Correct.

7 Q. Now, I have a question. The next  
8 question, does MART have the authority to hire and  
9 fire any of the vender's employees?

10 A. We are not the hiring or the firing  
11 authority. But by contract, we have the right to  
12 request removal from an individual working on our  
13 contract.

14 Q. So are you saying that MART has the right  
15 to remove a driver from the contract?

16 A. From working on the MART contract, yes.  
17 It is in their contract that MART and/or E-O-H-H-S.

18 Q. Well, MART is --

19 A. Can fire or removal.

20 Q. So MART or E-H-S-S -- what was that,  
21 E-S-H-S?

22 A. E-O-H-H-S, the Executive Office of Health  
23 and Human Services.

24 Q. Okay. But my specific question is, does



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1     **MART have the authority to remove a vender or a**  
2     **driver from performing any trips with MART, yes or**  
3     **no?**

4             A.     Yes.

5             Q.     Okay. The next question is on the  
6     **capacity tab from the vender portal. Can you**  
7     **explain for the record what is the capacity tab and**  
8     **what it does?**

9             A.     So the capacity tab on the vender portal  
10    would be the amount of work that the vender is able  
11    to perform throughout the course of the day.

12            Q.     Do the vender have the capability to  
13    **change the capacity tab to reflect how much work he**  
14    **would like?**

15            A.     They did early on but that was locked  
16    from being changed about two years ago, I think.

17            Q.     So two years ago the capacity tab was no  
18    **longer available to venders to change?**

19            A.     Correct.

20            Q.     Did you notify venders of this change?

21            A.     We notified venders that we were going  
22    through capacity and that we would be making  
23    adjustments here.

24            Q.     So you notified venders that they would

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1 no longer be able to control the capacity tab,  
2 correct?

3 A. Correct.

4 Q. And when did you say this happened?

5 A. It was a couple of years ago, two years  
6 ago.

7 Q. Have you ever received e-mails from me  
8 inquiring about this specific thing, why I couldn't  
9 change my capacity tab?

10 A. Honestly, off the top of my head, I  
11 received several e-mails from you over time Paul; but  
12 I don't know if that were related to the capacity.

13 Q. Okay. You state that all venders was  
14 notified of this, correct, that the capacity -- that  
15 they couldn't change their capacity tab any longer?

16 A. We sent notices out to venders that we  
17 were going to be adjusting the capacity, based off  
18 the fleet side.

19 Q. So would you -- would it be a fair to say  
20 that MART controlled the amount of work that a vender  
21 would request in his capacity tab?

22 A. Yes, we did control that based on the  
23 size of the venders fleet.

24 Q. I see. So what would be the procedure if

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1 I wanted to change my capacity tab after the changes  
2 went through that only MART could control the  
3 capacity tab?

4 A. You could e-mail the contracts department  
5 and request that they be adjusted.

6 Q. So is it fair to say once that -- I'm  
7 sorry. Are you finished?

8 A. Yes.

9 Q. Is it fair to say once a vender e-mail  
10 the proper department, his capacity tab would be  
11 changed only if MART thought his fleet size could  
12 handle the change?

13 A. Correct.

14 Q. So, basically, MART controlled the work  
15 based on the fleet size?

16 A. Correct.

17 Q. So MART could control each venders  
18 capacity of work given to them based on how many  
19 vehicles they had on the road?

20 A. A number of vehicles and the size of the  
21 vehicles, yes.

22 Q. Basically, MART controlled the work that  
23 a vender could receive?

24 A. The amount that would be offered, yes.

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1           **Q.       So MART control the amount of work that**  
2           **could be offered to a vender?**

3           A.       Correct.

4           **Q.       Okay. Sorry, I just got to look at my**  
5           **computer because I got everything written down.**  
6           **Okay. Now, on the vender portal, how far out can a**  
7           **vender go to accept work, one day, two days, a week,**  
8           **two weeks?**

9           A.       On the vender protal, work is assigned  
10          near the low cost assignment and, initially, work was  
11          being offered seven days out in advance. We  
12          increased that to 14 days in advance.

13          **Q.       Okay. So have you ever increased it to**  
14          **30?**

15          A.       No.

16          **Q.       So the limit is a vender can go out 14**  
17          **days to create a schedule for itself, correct?**

18          A.       The vender can go out 14 days to see if  
19          there's work being offered to him based off the  
20          business. And that's three days out. It doesn't  
21          include same day trip or next day trip.

22          **Q.       What's three days out?**

23          A.       The vender portal, Trip assignment is  
24          three days out. It doesn't include -- for example,

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1 it doesn't include today's work or work for tomorrow.

2 Q. I understand that.

3 A. Yes.

4 Q. Now -- so can you explain to me are you  
5 familiar with the employees that MART instructed me  
6 to no longer let them work with MART clients?

7 A. We keep a list here, yes.

8 Q. You say you keep a list?

9 A. If we removed somebody from working on  
10 the contract, we keep that information here, yes. Do  
11 I know off the top of my head, no.

12 Q. Okay. So is it fair to say if MART had  
13 me remove an individual, a driver, that that  
14 individual couldn't drive for a number of years  
15 contracting with MART?

16 A. If an individual has been permanently  
17 removed from working on the MART contract, yes. If  
18 they were to work for another vender, we would not  
19 let them come onboard.

20 Q. So it's a fact that you're telling me  
21 that if MART removed one of my drivers, CCRD drivers,  
22 Commonwealth, the vender, that driver couldn't go  
23 work for another vender, correct?

24 A. It would depend on the actual removal.

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1 At times we remove drivers pending a retraining or  
2 pending investigation, things of that nature; but if  
3 it's a permanent removal from working on the MART  
4 contract, then they would not be able to go work for  
5 another.

6 **Q. Question. Answers. So MART has the**  
7 **power to hire -- I mean, to fire, disengage our**  
8 **employees, drivers, correct?**

9 A. No.

10 **Q. Does MART have the authority to fire the**  
11 **employees that drive MART's clients?**

12 A. No, we are not the hiring agency or the  
13 firing agency. We have the right to remove them from  
14 working on our contract.

15 **Q. What is the definition of removal, with**  
16 **removing or working on your contract; what's that**  
17 **definition?**

18 A. It means that they can't transport the  
19 clients that are being assigned to the company by  
20 MART.

21 **Q. Any longer, correct?**

22 A. Correct.

23 **Q. So that's firing, correct?**

24 A. No. We're removing them from our

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1 contract. If the vender only works for MART and has  
2 no other work to give them, and that's the ultimate  
3 thing that happens, that's not us doing that. We're  
4 not the hiring or the firing agency. We're just  
5 the --

6 **Q. So, basically, are you firing them from**  
7 **transporting MART's clients?**

8 A. We're removing them from transporting our  
9 clientele.

10 **Q. What is the definition of removing in the**  
11 **context of this thing?**

12 A. It's labelled within your contract that  
13 we have the right to remove them from working on  
14 transporting our consumers.

15 **Q. Rebecca, please answer the question.**

16 MS. ECKER: She has answered the  
17 question. That's four times now. You can  
18 ask it one more time.

19 MR. JONES: I'm not here to fight. This  
20 is a deposition; I would like the question  
21 answered.

22 MS. ECKER: And she has answered it. But  
23 go ahead.

24 MR. JONES: No, she didn't answer.

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1 MS. ECKER: She didn't answer it the way  
2 you wanted it answered, that's different. But  
3 go ahead.

4 **Q. I want to know the definition of removal.**

5 A. Taking the individual away from  
6 transporting our consumers.

7 **Q. That's it. There you go. Okay. Can you**  
8 **please tell me how your D-S-S program works regarding**  
9 **venders?**

10 A. Our, what, program?

11 **Q. D-S-S?**

12 A. I don't have a DSS program.

13 **Q. D-D-S?**

14 A. DDS?

15 **Q. Yeah.**

16 A. Okay.

17 **Q. What does D-D-S stand for?**

18 A. Department of Developmental Services.

19 **Q. Now, you have a transporting program for**  
20 **their clients, correct?**

21 A. Correct.

22 **Q. How does that program work, as far as**  
23 **venders transporting the clients, what is the**  
24 **requirements of the vender?**



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1           A.       The requirements are clearly listed  
2       within the contract. There's a certain -- just like  
3       all of our venders, the drivers are required  
4       drivers -- drivers and/or monitors are required to  
5       have certain training. There's vehicle age  
6       requirements for that program, different insurances  
7       for that program based off the size of the vehicle.  
8       The program-based transportation was actually put out  
9       on an RFR on a five-year bid. So routes were  
10      assigned to venders. They stopped the response to  
11      that RFR, and there's generally not new work going  
12      out for that program on a regular basis.

13           **Q.       Okay. Can you tell me the requirements**  
14      **of the wait time for a driver, MART requirements for**  
15      **a wait time for a driver when he's picking up a**  
16      **client from home t o go to an appointment?**

17           A.       The contract states they're required to  
18      wait five minutes past the pickup time and then  
19      you're supposed to contact your dispatcher, attempt  
20      to reach the client; and if there's no response, you  
21      can continue on.

22           **Q.       So MART -- is it fair to say MART**  
23      **requires the driver to wait five minutes past the**  
24      **time?**

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1           A.     As the schedule pickup time and then the  
2 attempt to contact the client.

3           **Q.     Okay. Can you tell me how you're fine**  
4 **system works when you fine a vender for a no show.**

5           A.     If there is a vender no show, it's  
6 actually recorded in the complaint.

7           **Q.     So, basically, I just want to touch on**  
8 **ways that a vender can get fined. So the first**  
9 **question is, if a client reports that a vender was a**  
10 **no show and the vender actually showed up and the**  
11 **vender informed MART that he showed up, would MART**  
12 **fine the vender and require the vender to submit**  
13 **proof that he actually showed up?**

14          A.     If a client calls and says that a  
15 vender's a no show, you know, depending on what the  
16 sequence that that happened, if it's five minutes  
17 around the pickup time, it depends on when we get a  
18 call, that a complaint will get filed. The vender  
19 will have an opportunity to respond to that  
20 complaint. And sometimes we do ask for additional  
21 proof, GPS records, things of that nature.

22          **Q.     So you ask for proof from the driver and**  
23 **the vender of GPS that shows that he was there?**

24          A.     Correct.

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1           **Q.       In order not to get fined?**

2           A.       Correct.

3           **Q.       So if the vender or the driver can't**  
4 **produce pictures that he was there, is that a -- will**  
5 **he get fined?**

6           A.       If in the end the consumer reported the  
7 vender a no show and did not make their appointment,  
8 and the vender doesn't have anything additional to  
9 support the fact that they were there, they could  
10 receive a fine, yes.

11           **Q.       So is it fair to say if the vender**  
12 **doesn't have proof through GPS that he was there,**  
13 **they --**

14           A.       Could provide a GPS record. They could  
15 provide a time stamp photograph. They could provide  
16 confirmation that somebody else that may have been in  
17 the vehicle at the time.

18           **Q.       Is this a requirement in the amendments**  
19 **or the contract?**

20           A.       Well, you're supposed to provide on-time  
21 service, and we're following up to a complaint.

22           **Q.       Is proof of GPS or time stamp picture in**  
23 **the contract or the amendments?**

24           A.       I'm not a hundred percent sure. I know

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1 it is in current. I don't know what you're referring  
2 to or...

3 Q. Any year. Any contract or amendments, is  
4 that in there where a vender has to show proof by GPS  
5 or time stamp picture in order to avoid a fine for a  
6 no show to a client?

7 A. Again, I'm honestly not a hundred percent  
8 sure how it's worded in there or if it specifies  
9 those particular items.

10 Q. Okay. Well, I'm not talking about the  
11 wording. Basically, we want to -- I'm talking about  
12 proof. I understand, you know, you're not a -- you  
13 don't remember how the wording is for contracts, but  
14 I'm trying to just nail it down. If in your  
15 amendments or the contract, either year, is that  
16 requirement in there that a vender or a driver has to  
17 produce the GPS verification in order to avoid a  
18 fine?

19 A. I don't think that it specifies a GPS  
20 verification in order to avoid a fine.

21 Q. Okay.

22 A. It's a follow-up to a customer complaint.

23 Q. Okay. Does your contract or any  
24 amendment, any years state that a vender or a driver

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1 has to produce a time stamp picture in order to avoid  
2 a fine for a no show when a client makes a report?

3 A. Again, I don't think it specifies any  
4 time stamped picture.

5 Q. You say you don't think. That means  
6 you're not sure, correct?

7 A. Correct. I don't have any amendment in  
8 front of me.

9 Q. Okay. All right. One second. I'm just  
10 looking on my computer for the next questions.

11 MS. ECKER: Can we just stop the screen  
12 sharing if possible?

13 MR. JONES: What's the problem?

14 MS. ECKER: When you screen share, if the  
15 exhibit's still up, I can't see everybody  
16 talking. So if you're not going to use the  
17 exhibit, I would appreciate it if we're not  
18 screen sharing.

19 MR. JONES: But I might use it because  
20 I'm going through my questions and then I can  
21 reference the part to you.

22 MS. ECKER: Okay.

23 Q. Okay. The next question is regarding  
24 next day offers through your IV system -- IVR system.

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1     **How does that work?**

2             A.     Then the next day offers through the IVR?

3             **Q.     Yes, the next day offers?**

4             A.     Okay. So the next day are being  
5 handled -- they start off being handled by our IVR  
6 system, which is a callout system, which starts at  
7 6:30 in the morning. It works very similar to the  
8 vender portal as far as low cost assignment; but it's  
9 actually physically calling the vender.

10            **Q.     Okay.**

11            A.     And it will call the vender up to three  
12 times. They have an opportunity to decline doing it  
13 right then if they don't -- if they're in the middle  
14 of something, it will call them up to three times  
15 before it moves on. And the system reads the trip  
16 information to the vender, and they have the ability  
17 to accept or decline the client trip being offered.

18            **Q.     What was the procedure to stop the**  
19 **callout system from calling venders and drivers?**

20            A.     You would have to notify the contract  
21 department.

22            **Q.     Can you go in and just mark your portal**  
23 **full?**

24            A.     If you mark your portal full for the day,

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1     yeah, it would stop calling.

2             **Q.     It would stop calling?**

3             A.     Yes.

4             **Q.     Would it stop offering you work also**  
5 **through the vender portal?**

6             A.     The vender portal wouldn't be processing  
7 any work for the next day. The vender portal is  
8 three days, same day and next day is going -- same  
9 day is going out by the live scheduling agent. And  
10 the next day is going out by the IVR callout as well  
11 as live scheduling.

12            **Q.     But my question is, if a vender or driver**  
13 **marks his portal full to avoid the phone calls coming**  
14 **in, will that also trigger the vender portal from**  
15 **offering any work, next day, week out, 14 days out?**

16            A.     No. If a company marks themselves as  
17 full for a particular day, it will stop offering work  
18 for that particular day.

19            **Q.     Okay. Thank you. Commonwealth Community**  
20 **Recovery Division, I'm just going to call them CCD --**  
21 **CCRD for short, okay, for the record. We had some**  
22 **problems in the past with work being placed in our**  
23 **portals. Do you recall that?**

24            A.     Yes, I do remember that there were a

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1 couple of incidents, yes.

2 Q. Yes.

3 A. I don't recall specifics.

4 Q. Right. But you do recall that we had  
5 unauthorized work that we didn't accept put into your  
6 portal, correct?

7 A. I remember you having complaint as such,  
8 yes.

9 Q. Okay. Do you ever remember when MART  
10 corrected it and acknowledged that we didn't accept  
11 the work?

12 A. I know that there was a group that I  
13 researched for you, and there were -- they had been  
14 accepted by your IP as your log-in.

15 Q. So the question again, do you recall any  
16 work that after research you found that we did not  
17 accept that was putting out?

18 A. I don't recall, no.

19 Q. Okay. I have a question on insurance  
20 policy for venders working with MART. What is the  
21 requirements of Massachusetts, not MART,  
22 requirements; is it 20, slash, 40?

23 A. Based off the vehicle size, yes, those  
24 are the state requirements.



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1           **Q.       Okay. Does MART follow the state**  
2           **requirements or they require more?**

3           A.       At one point it was the state minimum for  
4           the MassHealth Demand Response as a higher level for  
5           the program base. But that insurance requirement was  
6           changed a couple of years ago where we required more.

7           **Q.       Okay. So is it safe to say that MART**  
8           **requires more insurance requirements than the state**  
9           **requirements as of 2020?**

10          A.       Than the state minimum, yes, absolutely.

11          **Q.       Okay. Does MART require more insurance**  
12          **coverage than the state requires for 2019?**

13          A.       I believe, yes.

14          **Q.       Does MART require -- strike that.**  
15                   **Did MART require more insurance coverage**  
16          **than the state required for 2018?**

17          A.       I'm honestly not a hundred percent sure.  
18          I don't remember which contract we increased that in.

19          **Q.       Is it a fact that when a vender accepts a**  
20          **trip from MART for a specific time, MART doesn't**  
21          **change the time unless you ask the vender, who rather**  
22          **than -- if you don't understand the question, I'll**  
23          **rephrase it.**

24          A.       Please rephrase it because I'm not a

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1 hundred percent sure.

2 Q. Okay. Is it a fact that once a vender  
3 accepts a trip from MART for a specific pickup time,  
4 like 8 a.m., does MART have to get authorization from  
5 the vender to say if they wanted to change the pickup  
6 to 5:30 a.m.?

7 A. They would -- normally, any changes that  
8 made highlight to the venders through the vender  
9 portal in a different color; so it would really  
10 depend on how far out that trip is. If the trip is  
11 for the next day, or same say, they will call the  
12 vender.

13 Q. So MART has to -- so is it safe to say  
14 that MART has the authority to change the pickup time  
15 or the return time without the vender's  
16 acknowledgment?

17 A. Only for advanced trips.

18 Q. So is it a fact that MART can change the  
19 times without authorization of the vender?

20 A. Yeah, in advance you have the ability to  
21 see that change and notify that you can no longer  
22 accommodate. If it happens for the next day or same  
23 day, they would call you immediately.

24 Q. So, basically, I'm trying to get an

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1     **answer here. Does MART have the authority to change**  
2     **the pickup time or the drop-off time that the vender**  
3     **agreed to do, whether it's a day or two or a week or**  
4     **two weeks out, do they have the authority to change**  
5     **the schedule of the vender without authorization from**  
6     **the vender, yes or no?**

7             A.     It's not a matter of authority. It would  
8     be a consumer calling and changing their time.

9             **Q.     Once the consumer calls and change the**  
10    **time, does MART have the authority to change the time**  
11    **without seeing if the vender is available?**

12            A.     I think I answered that. That's posed to  
13    you, if it's in advance and if you can't accommodate,  
14    you can decline it. If it's same day or next day,  
15    they will call you and see if you can accommodate the  
16    change that was made by the customer.

17            **Q.     The issue I'm trying to get at is not if**  
18    **it's a day or the two days or 7 days or 14 days out.**  
19    **Does MART have the authority to change a vender's**  
20    **schedule?**

21                   MS. ECKER: Objection. Asked and  
22                   answered. You can answer again.

23            A.     We're not changing the vender schedule.  
24    We're changing the customer's schedule. And the

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1 protocol would be you would see the change in the  
2 vender portal in a different color, if it was  
3 advanced trip, signalling to you that there has been  
4 a change. If you can't accommodate that change, you  
5 let us know and we reassign the trip. If the change  
6 happens the same day or the next day, they will call  
7 and ask the vender if he is able to accommodate the  
8 change.

9 **Q. Okay. Can you please do me a favor and**  
10 **just answer the question; and if you don't understand**  
11 **the question, ask me to rephrase it or -- because --**

12 A. I understand your question, Mr. Jones.  
13 But my response is not going to change, because it's  
14 not that we have the authority; we are changing the  
15 trip based off the customer's request. If the trip  
16 is already assigned to a vender in the same day or  
17 next day, we immediately call the vender to see if he  
18 can meet those accommodations. If it is in advance,  
19 you'll see the change in a different color in your  
20 portal and can decline to continue with that trip for  
21 the future.

22 **Q. So it's safe to say you do contact the**  
23 **vender to see if he's available?**

24 A. If it is for the same day or next day.

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1           **Q.       So if it's 7 or 14 days out, you don't**  
2 **call the vender?**

3           A.       No, because you will see the change in  
4 the portal for that trip. And if you can't  
5 accommodate that change, you have the right to turn  
6 it back.

7           **Q.       Okay. Without -- if we turn it back,**  
8 **will we receive a fine?**

9           A.       If there was a change made to it? No.

10          **Q.       Yes.**

11                 MR. JONES: Okay. It's 11:41. Can we  
12 take a break to -- lunch break till about 12 --  
13 what would be the proper time, Ellen, or  
14 Attorney Ecker?

15                 MS. ECKER: How much longer do you think  
16 you have, Mr. Jones?

17                 MR. JONES: I have no idea. I'm going  
18 through my list.

19                 MR. ECKER: Well, are we talking the  
20 entire afternoon. I'm just trying to get a  
21 sense of...

22                 MR. JONES: I have no idea. I have a  
23 list. I'm about halfway through it, so if we  
24 can just keep moving things along. We should

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1           be out of here in a few hours. How long do you  
2           guys need for a lunch break?

3           MS. ECKER: I don't need one. How about  
4           if we do 12:15 -- we'll be back at 12:15, if  
5           that's all right with the stenographer? I can  
6           go through.

7           MR. JONES: Let's take a break until  
8           12:15. Okay?

9           MS. ECKER: Yes.

10          MR. JONES: Thank you.

11

12                   (Break at 11:43 p.m.)

13                   (Back on at 12:17 p.m.)

14

15           **Q. I would like to share a document that I**  
16           **would like to mark for exhibit --**

17           MR. JONES: We already did Exhibit 3,  
18           Ellen, correct?

19           THE STENOGRAPHER: Yes. You were going  
20           to send that one to me.

21           MR. JONES: Yeah, I'm going to send it to  
22           you. But I want to mark exhibit -- so the last  
23           exhibit was 3, right?

24           THE STENOGRAPHER: Yes.

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1 MR. JONES: So I have a document that I  
2 would like to share and ask a question on. I'm  
3 going to send this one. This is Exhibit 4.  
4 Wrong one. Wrong one. I'm not seeing the  
5 files here. All right. This is -- Ellen, this  
6 is going to be marked as Exhibit 4. This is  
7 an e-mail that I received from Rebecca.

8 Q. And the question for this, do you see the  
9 e-mail, Rebecca?

10 A. Yes.

11 Q. Okay. Now, earlier, I asked you about do  
12 you recall any trips getting placed in the portal  
13 without authorization, and you said. I don't  
14 remember what you said, but I'm going to ask the  
15 question again. Is there -- do you recall any trips  
16 being placed in a portal without our authorization?

17 A. My answer earlier was that I did not  
18 recall any specifics but here in the e-mail, upon  
19 investigation, it says that I found one.

20 Q. So this e-mail can you please read a part  
21 that that's highlighted. Well, first of all, can you  
22 read the top, where it's from to who and a date?

23 A. It's from myself to you on September 19,  
24 at 9:25 a.m.

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1           **Q.       Okay. And can you read the highlighted**  
2 **part of the e-mail?**

3           A.       It says, "Paul, our follow-up  
4 investigation has been completed and it has been  
5 found that this trip was placed by staff into your  
6 portal at 10:34 on 9/17/19 without required vender  
7 confirmation. Appropriate actions have been taken  
8 with the staff person."

9           **Q.       Is this a normal occurrence with staff**  
10 **putting trips into the vender's portals without**  
11 **requirement of confirmation?**

12          A.       Not that I found, no.

13          **Q.       Do you recall this happened to me several**  
14 **times, maybe -- you sent an e-mail like this several**  
15 **times before?**

16          A.       No, I do not recall.

17          **Q.       Okay. So it's a fact that, -- isn't it a**  
18 **fact that on September 17, 2009 this was placed in**  
19 **the vender portal without vender confirmation?**

20          A.       It says it was found, that this trip was  
21 placed by staff into the portal.

22          **Q.       Okay. Let's try this again. Isn't it a**  
23 **fact that this e-mail confirms that a trip, some**  
24 **trips were placed in the vender portal without my**



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1      **confirmation or CCRD's confirmation?**

2            A.      Yes, that's what this e-mail states.

3            **Q.      And it says "the appropriate action has**  
4 **been taken with the staff person." What type of**  
5 **action was taken with the staff you found out that**  
6 **they had placed trips in the portal that the vender**  
7 **did not confirm?**

8            MS. ECKER: I'm going to object to that  
9            question, and I'm going to instruct her not to  
10           answer. Not only is it beyond the areas of  
11           inquiry by the court order, but it's also  
12           confidential personnel information.

13           MR. JONES: How is it confidential  
14           information and it says right here "appropriate  
15           action." I want to know what the objection is?

16           MS. ECKER: Right. That means it's  
17           confidential. The action that has been taken  
18           was a personnel action against the employee and  
19           that is confidential. It doesn't relate in  
20           addition to the issues that we're here to  
21           discuss today.

22           MR. JONES: We're here to discuss  
23           control. This points out control that one of  
24           her staff was controlling us by putting back in

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1           our portal without our authorization. It's a  
2           control issue.

3           MS. ECKER: Well, I disagree with your  
4           characterization. But regardless of the  
5           characterization, any discipline given to a  
6           MART employee does not relate to whether you  
7           are a MART employee or control and is  
8           confidential.

9           MR. JONES: Okay. That's on the record.

10          **Q.     Again, Rebecca. It's a fact that MART**  
11          **added work to the vender without confirmation?**

12          A.     It's a fact that an employee added this  
13          trip without confirmation.

14          **Q.     Okay. That's fine. Now, does MART**  
15          **require a high level of skills for drivers or**  
16          **venders. Do they need like a college degree to be a**  
17          **driver or a vender?**

18          A.     We don't -- there are certain  
19          requirements for training and.

20          **Q.     No, that wasn't the question. The**  
21          **question is, I'm going to state it. Does MART**  
22          **require a college degree for a vender to be a vender**  
23          **with MART?**

24          A.     No, there's no such requirement in place.

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1           **Q.       Okay. Does MART require a college**  
2 **degree, high school diploma for any driver to drive**  
3 **for MART?**

4           A.       They're not driving for MART. We're not  
5 the hiring authority. They're driving for CCRD.  
6 Those requirements would come from you.

7           **Q.       Do MART require any of CCRD drivers to**  
8 **have a high school diploma or a college degree to**  
9 **drive their clients?**

10          A.       That is not defined in the specs, no.

11          **Q.       So that's a no?**

12          A.       That is not defined in the specs that are  
13 required of the vender.

14          **Q.       Is that a yes or a no?**

15          A.       That's a no. It's not required in the  
16 specs of your contract.

17          **Q.       Okay. All right. What time does your**  
18 **IVR system start calling venders and drivers for next**  
19 **day trips each day?**

20          A.       I believe I answered that earlier, it's  
21 6:30 in the morning it starts.

22          **Q.       So you start at 6:30 in the morning. Did**  
23 **you ever start later than that?**

24          A.       It only starts a little bit later other

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1     than that on a date that rates might be being applied  
2     or if there was an issue with the system.

3           **Q.     Suppose a vender opens a little later, is**  
4     **not open at 6:30, does the call still come through?**

5           A.     If they're signed up to get work through  
6     the IVR, yes, it does.

7           **Q.     If a vender opens at 7, does the call**  
8     **still start at 6:30?**

9           A.     Yes.

10          **Q.     And up to what time do the calls stop for**  
11     **the IRV system -- IVR system for next day calls?**

12          A.     That can vary. Because it's working on  
13     next day work. So as soon as all the work is  
14     completed it stops.

15          **Q.     Is it fair to say that a vender or driver**  
16     **can receive a call at 6 p.m. at night?**

17          A.     They could if there was a high volume of  
18     work for the next day, yes.

19          **Q.     I'm going to ask that question, please**  
20     **just answer the question.**

21                 MS. ECKER: I'm going to object. You  
22     keep saying "I'm going to ask it again, please  
23     answer the question." She's answered the  
24     question.

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1 MR. JONES: She's adding comments.

2 MS. ECKER: Mr. Jones, she's answering  
3 your questions. She's actually been very  
4 patient. But go ahead you can answer it again.

5 MR. JONES: She is adding comments. I'm  
6 asking a simple question and she's adding  
7 comments.

8 Q. Can your IVR system call at 6 p.m. at  
9 night, yes or no?

10 A. Yes.

11 Q. Can your IVR system call at 7 p.m. at  
12 night, yes or no?

13 A. Yes.

14 Q. Can your IVR system even call after a  
15 vender is closed?

16 A. Yes, it could.

17 Q. Okay. Here we go. Make this real short  
18 and sweet. MART is in the business of  
19 transportation, correct?

20 A. Correct.

21 Q. How long has MART been in business with  
22 transportation approximately?

23 A. For the service that you're doing?

24 Q. Montachussetts Regional Transit Authority,

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1 period, how long have they been in the business of  
2 transportation, 10, 20, 30? It doesn't have to be  
3 exact.

4 A. 50 years probably.

5 Q. Did you say 50, Rebecca?

6 A. Oh, yeah.

7 Q. So it's a fact that MART has been in the  
8 transportation business for 50 years?

9 A. Since it's inception, yes.

10 Q. Okay. So it's a fact that MART has been  
11 in the transportation business for at least 50 years?

12 A. Yes.

13 Q. Okay. So seeing that MART's IVR system  
14 calls venders and drivers daily, this is a continuing  
15 thing Monday through Friday on a daily basis,  
16 correct?

17 A. Correct.

18 Q. Okay. So, basically, every day MART is  
19 calling -- strike that.

20 So MART -- strike that.

21 MART has a continuing relationship with  
22 the drivers and the vender?

23 A. I'm not understanding your question.

24 Q. I'm just saying that, you know, the

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1 question is, MART has relationship on an ongoing  
2 basis with the vender, meaning that the vender just  
3 doesn't get in touch with MART and get all this work.  
4 This is a continuing relationship between MART and  
5 the venders and the drivers on a daily basis?

6 MS. ECKER: Objection.

7 A. It's a relationship with MART and the  
8 vender.

9 Q. Okay.

10 A. On a daily basis.

11 Q. Thank you. How often is the vender paid  
12 through MART, is it to be paid hourly, weekly,  
13 monthly, biweekly?

14 A. The service that your company provided  
15 was for the MassHealth PT One Demand Response, which  
16 is a 15-day billing cycle. The first or the 15th of  
17 the month is the first cycle. The 15th should be end  
18 of the month, is the next cycle and then there's  
19 payable for the contractual obligation; they're paid  
20 within 45 days following an improved invoice.

21 Q. So, basically, the work that the vender,  
22 CCRD, and their employees perform is part of MART's  
23 everyday business?

24 MS. ECKER: Objection.

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1 MR. JONES: On what grounds?

2 MS. ECKER: Form of the question. But  
3 she can answer. I didn't instruct her not to  
4 answer.

5 MR. JONES: You instructed her not to  
6 answer that?

7 MS. ECKER: She can answer the question.  
8 I'm just objecting for the record.

9 A. So repeat your question, Paul.

10 Q. So the work that CCRD and I do is a  
11 regular part of MART's business?

12 MS. ECKER: Objection.

13 A. Correct.

14 Q. One second. I want to ask a question on  
15 one more report that is required from MART. It's an  
16 employee report -- driver's report. Strike that.  
17 I'm going to ask a question on a report that is also  
18 from the venders to MART that MART requested. Can  
19 you explain the employee report?

20 A. I am not sure what you're talking about.  
21 You'll have to give me an example of what you're  
22 referring to.

23 Q. No problem. The drivers report, you  
24 know, when you send over the drivers hire date, drug



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1     **screens that's required?**

2           A.     When you're adding a new driver?

3           **Q.     Yes.**

4           A.     Okay.

5           **Q.     Can you explain that report in detail?**

6           A.     We don't label it as a report. There's  
7     specific things that are required within the contract  
8     prior to you, as a vender, putting the driver in  
9     contact with the agency consumers that are under the  
10    contract. So you have to send a updated RMV report,  
11    the date that you ran the CORI. You have to at a  
12    minimum have a fingerprint receipt, and the required  
13    training and confirmation of the result of the test  
14    for the preemployment.

15          **Q.     Is that before we can -- the employee,**  
16    **the driver, can actually start driving with MART**  
17    **required to send to you guys?**

18          A.     You're supposed to update your vehicle  
19    log as you hire so we verify that they have all the  
20    requirements.

21          **Q.     What type -- what is the name of this**  
22    **document? You said it's not a report. What do you**  
23    **name it?**

24          A.     It's not a report. It's contractual

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1 requirements.

2 **Q. Is it an employee log? What's the name**  
3 **of it? I'm going to put a name on it.**

4 A. It's not a report. We house the backup  
5 information here in a database, but it's not -- we  
6 don't require that you submit a report. We require  
7 that you submit particular items that are clearly  
8 defined within your contract.

9 **Q. Well, is it called an employee log, yes**  
10 **or no?**

11 A. We keep a record here. We don't call it  
12 anything. It's in your database.

13 **Q. So it's not called an employee log,**  
14 **correct?**

15 A. In the contract it's your employee log  
16 that you update.

17 **Q. Okay. Rebecca, I'm trying to get a name**  
18 **of this. I have e-mails that says send over employee**  
19 **log, and it says that an employee log is attached to**  
20 **it. So I'm trying to understand, because you're**  
21 **the --**

22 A. Within the contract, Paul, it's your  
23 company's updated employee log that they're  
24 referring.

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1           Q.     I don't care -- the question's not whose  
2     it is. The question is the name of it, because I  
3     just want to write it down for, you know, exhibit  
4     purposes and things like that.

5           A.     In your contract it is referred to as  
6     your employee log.

7           Q.     So employee log is the name, correct?

8           A.     Yeah.

9           Q.     Okay. When is this required to be sent  
10    to MART?

11          A.     Your contract clearly defines that you're  
12    supposed to submit it when you make changes to it.

13          Q.     So is it a fact that before we hire an  
14    employee -- a driver -- I'm sorry, strike that.

15                 Is it a fact that before we hire a  
16    driver, we have to submit all these documents like an  
17    RMV-1 and whatever else is required to MART for  
18    approval?

19          A.     You can -- you're required to perform all  
20    those items before you put the individual in contact  
21    with our consumers.

22          Q.     Okay. Does MART have to approve it if  
23    the driver is approved?

24          A.     When you send us your updates, we look at

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1 all that documentation and say that they meet  
2 guidelines; if they don't meet guidelines, then we  
3 tell you you have to remove them, that they can't  
4 transport MART's members.

5 **Q. So MART has the authority -- strike that.**

6 **So we have to go to an approval process**  
7 **with MART before we hire a driver and let them come**  
8 **in contact with MART's employees; is that clear?**

9 A. You don't have to seek our approval to  
10 hire your employees. You're supposed follow all  
11 those things that are identified in the contract  
12 prior to putting them in contact with agency  
13 consumers.

14 **Q. Do you have to receive all your**  
15 **credentialing before we put them in contact with**  
16 **MART's consumers?**

17 A. Not necessarily. If you've done what's  
18 required of your contract; when you send it, we're  
19 going to verify it.

20 **Q. So is that a yes or no?**

21 A. We don't have to approve that. You are  
22 the hiring authority.

23 **Q. Do you -- do MART have to approve --**  
24 **strike that?**

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1 I'm trying to ask you if -- it's just a  
2 simple straightforward question. Do Commonwealth  
3 Community Recovery Division have to get approval from  
4 MART before we let a driver come in contact with a  
5 consumer, yes or no?

6 A. No. CCRD has to follow their contract  
7 and have all those items in place prior to putting  
8 the individual into service.

9 Q. Okay. A few more questions here. Is a  
10 GPS system required to transport MART clients?

11 A. It's in the current contract.

12 Q. Is it required?

13 A. I think I answered that earlier saying I  
14 don't think it was in there as a requirement.

15 Q. No, we were -- what we were just talking  
16 about earlier with the GPS was regarding  
17 cancellations and things like that, if there was a  
18 requirement for a cancellation. Now I'm asking is  
19 there a requirement to transport MART's clients?

20 A. There currently is.

21 Q. As of?

22 A. It's in the new contract.

23 Q. For 2021?

24 A. 2022.

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1           **Q.       2022?**

2           A.       Yeah.

3           **Q.       So it's in there.   Okay.**

4           A.       Yes.   And I believe in '19 or '20 we were  
5 launching our driver app, so you would have to have a  
6 GPS-enabled phone.

7           **Q.       On your driver's app, was that a**  
8 **requirement that every driver use?**

9           A.       We were just launching it so we were  
10 putting it in place.

11          **Q.       When did it launch?**

12          A.       We started launching it last year.

13          **Q.       So now is it a requirement for all**  
14 **drivers to have?**

15          A.       FY22.

16          **Q.       That's great, save venders a lot of**  
17 **money.   I got a few more questions, and we can wrap**  
18 **this thing up.**

19               MR. JONES:   So, now, Ellen what we need  
20 to do is put up -- I'm going to send you  
21 Exhibit 3 and 4; I made a note of that.   And so  
22 basically I just want to put up Exhibit 2 --  
23 I'm sorry.   Hold on one second.   Exhibit 1, the  
24 interrogatories, I have a question on that.

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1 Interrogatories and admissions is on Exhibit 2.  
2 So we can get rid of Exhibit 1, Ellen, and go  
3 to Exhibit 2 so I can ask these final  
4 questions. Exhibit 2, everyone sees it?

5 MS. ECKER: Yes.

6 A. Yes.

7 Q. Okay. This document is, Exhibit 2 it has  
8 the answers that were sent from the defendant to me,  
9 the interrogatories, admissions and -- this has the  
10 interrogatories and admissions. So I have a few  
11 questions. Have you ever seen this document before,  
12 Rebecca?

13 A. Yes, I have.

14 Q. Okay. See my mouse?

15 A. Yes.

16 Q. Can you just read what it is, the title  
17 of this document?

18 A. "Defendant ANSWERS to Plaintiff's First  
19 Set of Interrogatories."

20 Q. Okay. Who answered these?

21 A. Myself.

22 Q. Okay. Can you read Interrogatory No. 2,  
23 please.

24 A. "Please explain why after plaintiff

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1     contacted Rebecca Badgley, Michelle Moyo and others,  
2     that he was unable to edit the CCRD capacity tabs and  
3     was denied access to do so and was told that MART  
4     does not give the vender ability to change they  
5     capacity, that is something that only MART has access  
6     to. With regards to standing orders, you will need  
7     to contact the scheduling department. Thank you,"  
8     which was "cc" to the brokeragecontract@mrta.us, and  
9     which was seen by over 15 MART employees."

10           **Q.     Okay. That was the question that I**  
11 **asked. When did you answer these? I'm going to go**  
12 **down to the date -- strike that.**

13                   **It said you answered this on April 28,**  
14 **2020 -- no, nope. I'm sorry.**

15           A.     No, it says that I answered it on May  
16 25th.

17           **Q.     Nope. May 25th?**

18           A.     That's when I physically signed my name.

19           **Q.     Yes. So what was the date you answered**  
20 **these on?**

21           A.     May 25th.

22           **Q.     Okay. Now, earlier, I asked you about**  
23 **the capacity tab, and you said, oh, it was changed**  
24 **two years ago where venders or employees of venders**



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1     **couldn't change it, only MART could, right?**

2           A.     A year and a half, two years ago, yes.

3           **Q.     Are you sure?**

4           A.     I'm pretty sure, yes.

5           **Q.     Okay. Are you sure, yes or no?**

6           A.     I don't recall the exact date. It was  
7     approximately two years ago.

8           **Q.     Approximately two years ago?**

9           A.     Yes.

10          **Q.     Are you sure that you electronically**  
11     **signed these on May 25, 2021?**

12          A.     Yes.

13          **Q.     And you answered them as well, correct?**

14          A.     Correct.

15          **Q.     Let's go back to No. 2 for the answer.**  
16     **Can you read the answer, please, No. 2.**

17          A.     "Defendant objects to the interrogatory  
18     to the extent that it does not contain the entire  
19     e-mail referenced, which is a document that speaks  
20     for itself, and was not attached to the plaintiff  
21     first set of interrogatories to the defendant.

22                 "Without waiving this or any other  
23     objections, the defendant responds to the  
24     interrogatory as follows: MART's vendors are able to

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1 make changes to their capacity manager to reflect  
2 time and days of the week they are willing to accept  
3 work by visiting the vender portal and editing the  
4 capacity management tab. The venders are not able to  
5 change the actual capacity figure in the vender  
6 portal software system."

7 **Q. Okay. So according to this answer, MART**  
8 **venders are able to make changes to their capacity**  
9 **tab?**

10 A. Manage it --

11 **Q. To reflect times and days of the week?**

12 A. Yes.

13 **Q. Correct?**

14 A. Yes.

15 **Q. Didn't earlier you tell me we weren't**  
16 **able to change the capacity tab to reflect --**

17 A. It says you weren't able to change your  
18 capacity for the amount of work, that is specific to  
19 the dates and times of the week that you're --

20 **Q. Why don't you strike that and I'll do it**  
21 **over that way -- so it's a fact that MART venders**  
22 **are able to make changes to their capacity manager to**  
23 **reflect the times and dates of the week they are**  
24 **available, correct?**

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1           A.       Correct.

2           **Q.       Okay. So now I want to ask -- we're**  
3 **going to go down to the admissions. Are you familiar**  
4 **with this document, Rebecca?**

5           A.       Yes.

6           **Q.       Can you read Request 1, please. Let me**  
7 **make it a little bit bigger.**

8           A.       No, that's fine. I can see it. "Admit  
9 that MART coordinates the time of pickup and drop-off  
10 and return of all their clients that calls MART  
11 directly for transportation services through their  
12 transportation brokerage program for trips that are  
13 assigned to transportation venders."

14          **Q.       And the response, please.**

15          A.       "Admitted."

16          **Q.       Okay. Request No. 2, can you read it,**  
17 **please?**

18          A.       "Admit that that capacity tab controls  
19 the time a vender is operating hours displayed to  
20 MART in the amount of jobs and money a vender can  
21 schedule and earn with MART's transportation  
22 program."

23          **Q.       Answer?**

24          A.       "Denied."

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1           **Q.       The response, please?**

2           A.       It says "denied."

3           **Q.       Now, can you please tell me why this was**  
4 **denied?**

5           A.       Well, ultimately, you choose. We offer  
6 you work and you choose whether you're going to  
7 accept or decline.

8           **Q.       I'm referencing a question. "Admit that**  
9 **the capacity tab controls the time," stop. Does the**  
10 **capacity tab controls the time?**

11                   MS. DECKER: I'm going to object if  
12 you're asking her only a portion because  
13 you're -- it doesn't have a period after that.  
14 You asked her about the entire request for  
15 admissions. If you're asking all of the  
16 request, that's fine.

17                   MR. JONES: No problem.

18           **Q.       "Admit that the capacity tab controls the**  
19 **time a vender operating hours displays to MART."**  
20 **Rebecca?**

21           A.       The capacity tab contains your hours of  
22 service.

23           **Q.       I'm taking this question all the way up**  
24 **to "and." So, basically, I'm trying to get an**

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1     **understanding here. Is this correct or isn't**  
2     **correct? You denied it so...**

3             MS. ECKER: She denied the entire  
4             paragraph, that was my objection. If you want  
5             to ask her a question that's not specifically  
6             this request, you can do that, but she denied  
7             the entire request.

8             MR. JONES: Okay.

9             **Q. So can you read it one more time, please?**

10            A. "Admit that the capacity tab controls the  
11            time a vender operating hours displays to MART and  
12            the amount of jobs and money a vender can schedule  
13            and earn with MART's transportation program."

14            **Q. And the response was denied --**

15            A. Correct.

16            **Q. -- correct? In your own words, tell me**  
17            **what the capacity tab controls?**

18            A. So the capacity tab shows the hours that  
19            you're operating --

20            **Q. No. What it controls. Please --**

21            MS. ECKER: She just answered your  
22            question. Let her finish.

23            MR. JONES: Please, Ms. Ecker, you don't  
24            have to be disrespectful. But can we please be

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1 cordial.

2 MS. ECKER: I'm just saying you asked a  
3 question. Please let her finish her answer.

4 MR. JONES: But it's the manner in which  
5 you're saying it. Can we just be cordial here,  
6 please.

7 MR. ECKER: We are being cordial. I'm  
8 not trying to talk over you. But you asked a  
9 question, please let her answer it.

10 MR. JONES: Thank you. That's much  
11 better.

12 **Q. So I'm going to ask you the question**  
13 **again.**

14 A. It displays the times that your company  
15 operates and what your capacities are; but,  
16 ultimately, you, as a vender, control what you accept  
17 or decline from what's being offered to you.

18 **Q. Can you repeat that?**

19 A. I said the capacity tab shows what your  
20 hours of operation are and what your capacity is, but  
21 you, as the transportation provider, control what you  
22 accept or decline.

23 **Q. Okay. You said -- my question was, what**  
24 **does the capacity tab control? You answered the**

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1 question that says what the capacity tab shows, shows  
2 and control are two different things. I want to know  
3 what the capacity tab controls not what the capacity  
4 tab shows. So, please, the question again is, in  
5 your own words, what does the capacity tab control?

6 MS. ECKER: Objection. You can answer,  
7 if you can.

8 A. Companies are provided a volume of work  
9 based off their capacity; that's the only thing that  
10 it controls, is the volume of work that is assigned.

11 Q. Okay.

12 A. You control what you accept or decline in  
13 what you do.

14 Q. Okay. You just said that the capacity  
15 tab controls the volume of work; is that correct?

16 A. Being offered. If you as a company,  
17 Mr. Jones, can only handle a hundred trips per day --

18 Q. That's not the question that I asked,  
19 Rebecca?

20 A. You're asking --

21 Q. I did not ask that question.

22 MS. ECKER: Mr. Jones, let her finish.

23 MR. JONES: No, it's -- I'm not  
24 because --

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1 MS. ECKER: Let her finish. Mr. Jones,  
2 let her finish.

3 MR. JONES: I did not ask that question.

4 MS. ECKER: Mr. Jones, let her finish.

5 MR. JONES: My question is, what does the  
6 capacity tab control, and she said a volume of  
7 work being offered. And -- is that correct?

8 MS. ECKER: And she didn't finish her  
9 answer. So, for the record, please have her  
10 finish her answer to you. Go ahead, Rebecca.

11 A. It is not going to offer the vender over  
12 what their capacity is for the day.

13 **Q. That's not my question. Listen, my**  
14 **question is, what does the capacity tab control?**

15 A. The capacity that you, as a company, and  
16 your fleet size can handle in the course of a day.

17 **Q. Okay. Thank you. Now, what does the**  
18 **capacity tab show?**

19 MS. ECKER: Objection.

20 A. I already answered that, the hours --  
21 operating hours and capacity.

22 **Q. Okay. Question answered. All right.**  
23 **Read number 3 for me.**

24 A. "Admit that MART employees sent an e-mail



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1 in 2017 stating all venders must create and submit a  
2 log to MART on a monthly basis at the end of the  
3 month, odometer reading, updated vehicle inventory,  
4 total vehicle hours and hours that the vehicle is on  
5 the road in service to MART for the month. Example,  
6 time driver leaves garage to begin work until break  
7 and time back in service until next break. Vehicle  
8 accident miles, the odometer reading of the vehicle  
9 at the time of an accident, report dead head miles  
10 for wheelchair van, reporting of mileage from start  
11 to first pick-up and from last drop-off to garage at  
12 the end of the day unless there is a significant  
13 break, then would need same after break.

14 Percentage of fully allocated expenses in  
15 service to MART broken down by the following  
16 categories. 1. Vehicle operations, driver salary,  
17 dispatcher salary, fuel. 2. Vehicle maintenance,  
18 oil changes, tires, mechanic salary. 3. NonVehicle  
19 maintenance, janitor salary, utility bills, cleaning  
20 supplies. 4. General administration, office staff  
21 salaries, profits, admin overhead, "f," fuel cost,  
22 total cost of fuel for the month, "g" gallons of  
23 fuel, total number of gallons of fuel purchased, "h,"  
24 miles per gallon, average number of miles that a

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1 vehicle travelled on one gallon of fuel for each  
2 vehicle used for brokerage contract."

3 **Q. And the question was -- what was her**  
4 **response?**

5 A. "Admitted that MART request brokers  
6 provide MART the information set forth above. Denied  
7 that the above is a complete and accurate recitation  
8 of an e-mail sent by a MART employee in 2017, which  
9 e-mail is a document that speaks for itself and was  
10 not attached to Plaintiff's Request for Admissions."

11 **Q. Okay. Would you admit that Request No. 3**  
12 **is in your 2019 amendments not contract?**

13 A. Yes.

14 **Q. So for the record you admit that Question**  
15 **No. 3 is in your 2019 amendments, just to be clear?**

16 A. Yes, it was in the 2019 amendment.

17 **Q. Okay. Do you admit this is a requirement**  
18 **for MART venders and their drivers in the 2019**  
19 **amendments?**

20 A. Yes, it was in the amendment. But I  
21 believe I indicated earlier that we didn't require  
22 it. We didn't force venders to submit.

23 **Q. Hold on. So you're saying that the**  
24 **governing document in 2019 had this in it, but it**

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1     **wasn't a requirement?**

2             A.     We did not force the venders to submit  
3     it, that is correct.

4             **Q.     The question is, is it a requirement?**

5             A.     It was in the amendment. I've answered  
6     the question. My response is not going to change.  
7     It is in the amendment.

8             **Q.     It is a requirement in the 2019**  
9     **amendments, yes or no?**

10            A.     It was in the additional provider  
11    performance standard under required reporting. But  
12    we did not request the venders to submit nor force  
13    them to.

14            **Q.     Rebecca, this is a very simple question.**

15            MS. ECKER: And she's answered the  
16    question.

17            MR. JONES: No, she didn't.

18            MS. ECKER: Mr. Jones, she's going --

19            MR. JONES: She --

20            MS. ECKER: Mr. Jones, let me finish for  
21    the record so the stenographer doesn't have us  
22    talking over one another. You repeatedly do  
23    this. You ask the question. She answers the  
24    question. For whatever reason, you don't like

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1 the answer; you ask again and we go back and  
2 forth. I will let you ask it one more time  
3 before I --

4 MR. JONES: This is a yes or a no  
5 question.

6 MS. ECKER: But it's not. And I think  
7 that's what you're not understanding. Just  
8 because you say it is a yes or no question,  
9 doesn't mean the witness has to answer yes or  
10 no, so that's your interpretation. But it's  
11 not necessarily a yes or no answer every time  
12 you ask a question. But go ahead, ask again.

13 **Q. Rebecca, is No. 3 that you just read with**  
14 **all these requirements in the 2019 MART amendments?**

15 A. Yes, it is in there but we did not  
16 require it to be submitted.

17 **Q. Thank you. We're going go to No. 5. Can**  
18 **you read that please, Request No. 5?**

19 A. "Admit that the skills required to  
20 participate in MART's transportation program as a  
21 transportation provider does not require a degree in  
22 a particular skill the constitute a regular and  
23 essential part of MART's business operations."

24 **Q. Okay. Earlier, you said that MART was in**

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1 the transportation business, correct?

2 A. Correct.

3 Q. For approximately 50 years, correct?

4 A. MART, a regional transit authority, yes.

5 Q. MART is -- you said MART has been in the  
6 business for approximately 50 years, correct?

7 A. Correct.

8 Q. And you also earlier stated that MART  
9 didn't require a vender to have a degree, high school  
10 diploma or anything like that, correct?

11 A. Correct.

12 Q. But, yet, on No. 5 when I asked, "Admit  
13 that MART -- that the skills required to participant  
14 at MART programs, transportation programs as a  
15 transportation venders does not require a degree in a  
16 particular skill and constitute a regular and  
17 essential part of MART's business operations." You  
18 denied No. 5, right?

19 A. Correct.

20 Q. Thank you. I got a question. Can you  
21 explain what a standing order is?

22 A. A standing order is a repeating trip  
23 schedule. So an example of that would be an  
24 individual going three days a week same days, same

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1 times, same appointments, such as dialysis or  
2 something of that nature.

3 Q. So if I accepted -- if Commonwealth  
4 Community Recovery Division accepted a trip and I was  
5 a driver, say I was the only driver, and I had a  
6 standing order for seven days a week, under your  
7 definition I would have to take that client every day  
8 of that standing order?

9 A. Correct.

10 Q. Okay. So isn't it a fact MART requires  
11 vender portal training at least once when you first  
12 start, a vender starts?

13 A. Yeah. I answered that earlier. We have  
14 them come in for vender portal training before their  
15 work is assigned.

16 Q. Okay. Can you read No. 8, please?

17 A. "Admitted that MART requires it's vendors  
18 to abide by safety requirements, to have certain  
19 policies of insurance, to meet certain vehicle  
20 requirements and offers other vendor portal and  
21 orientation training."

22 Q. You didn't finish it.

23 MS. ECKER: I think she might have.

24 A. I think I started with the response. I'm

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1       sorry.

2               **Q.       Yeah. Can you -- Request No. 8.**

3               A.       Request No. 8, "Admit that MART provides  
4 Vendor safety requirements, insurance requirements,  
5 vehicle requirements, CCRD INC employee  
6 requirements, vendor portal, orientation training,  
7 requires a vendor to work every day if they have a  
8 standing order for seven day a week, which is  
9 mandatory for all venders."

10              **Q.       And the response please for No. 8 can you**  
11 **read?**

12              A.       "Admitted that MART requires its vendors  
13 to abide by safety requirements, to have certain  
14 policies of insurance, to meet certain vehicle  
15 requirements and offers vendor portal and orientation  
16 training. The remaining allegations are denied."

17              MR. JONES: Ellen, did you get the last  
18 sentence of that because I didn't hear.

19              THE STENOGRAPHER: She's reading it from  
20 the document, so yeah.

21              MR. JONES: Can you repeat the last  
22 sentence she said, Ellen.

23              **Q.       Can you please read No. 9. I'm sorry.**  
24 **Let me make a note. No. 9 has Response No. 9 and**

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1     **Response No. 9. It's supposed to say Request No. 9.**

2     **So can you read the top one?**

3           A.     "Admit that CCRD or their employees  
4     possess no proprietary interest in their respective  
5     delivery routes that MART assigns and all customers  
6     (clients) belong not to CCRD but to MA."

7           Q.     **Okay. Just to make a clarification, "MA"**  
8     **stands for MART.**

9           A.     Okay.

10          Q.     **And can you -- did you know that when you**  
11     **answered this?**

12          A.     I assumed that you meant that the  
13     consumers belonged to the State of Mass. and the  
14     agency that they're covered by, so.

15          Q.     **Okay. So I can you read the response,**  
16     **please?**

17          A.     "Admitted that CCRD has no proprietary  
18     interest in the trips offered by MART and accepted by  
19     CCRD. The remaining allegations are denied."

20          Q.     **Also, basically, I misnumbered these and**  
21     **the responses so they were -- okay. I already --**  
22     **strike that. Okay. So that's admitted. We can wrap**  
23     **it up for the day.**

24                 MR. JONES: Ellen, I'm going to send you



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1 Exhibits 3 and 4. Thank you very much ladies  
2 for your patience with me.

3 THE STENOGRAPHER: Attorney Ecker, would  
4 you want a copy of this?

5 MS. ECKER: Yes, please.

6 THE STENOGRAPHER: Exhibits also?

7 MS. ECKER: Yes, please.

8  
9 (Deposition concluded at 1:16 p.m.)

10 (Exhibits 1-4, marked off the record)

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C E R T I F I C A T E

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

I, Ellen M. Muir, a Shorthand Reporter, do  
hereby certify:

REBECCA BADGLEY, the witness whose testimony is  
hereinbefore set forth, was duly sworn by me,  
pursuant to Mass. R. Civ. P. 27, 30, 30A, and 31, and  
that such testimony is a true and accurate record of  
my stenotype notes taken in the foregoing matter, to  
the best of my knowledge, skill and ability.

I further certify that I am not related to any  
parties to this action by blood or marriage; and that  
I am in no way interested in the outcome of this  
matter.

IN WITNESS WHEREOF, I have hereunto set my hand  
This 5th day of July, 2021.

Ellen M. Muir  
Notary Public

My Commission expires:  
May 8, 2026

